

## ***Appendix G      Industrial Site Applications and Forms***

### **Industrial Park Streets Construction Process:**

- Applicant submits the following:
  - Copy of the recorded record plan
  - Approved construction drawings
  - For phased subdivisions, signed and sealed title sheet listing streets to be constructed in the phase
  - Proof of ownership from local land use agency
  - Security
  - Completed construction agreement, if necessary
  - Approval letter from DNREC or the DNREC approved delegated agency
  - Executed construction agreement for projects requiring third party inspection
  - Construction schedule
  - Copy of material sources
- After review and approval of the documentation and security, the Public Works Engineer may issue a Notice to Proceed, allowing the developer to proceed with construction on bonded streets.
  - Note: The Public Works Engineer may request a preconstruction meeting prior to issuance of a permit.
- After construction is complete, applicant submits the following:
  - As-built construction plans
  - Completion letter from the local land use agency
  - Letter from DNREC or DNREC-approved agency stating that all work required by the agency is complete (if applicable)
  - Release from liabilities
  - Certification letter from the consultant inspection
- DelDOT performs Semi-Final and First Final inspections before three year waiting period begins
- Once DelDOT is satisfied with the construction, the inspector shall recommend final acceptance and release of the security by the Public Works Engineer.
- Following completion of the required waiting period, DelDOT performs final inspection and may recommend acceptance of the streets.

### **Applications and Forms**

Electronic versions of the following forms may be located in the Development Coordination Portal within the “Doing Business with DelDOT” portion of the DelDOT website (<http://deldot.gov/information/business/>).

**Agreement No.** \_\_\_\_\_

**CONSTRUCTION AGREEMENT**

**FOR**

**INDUSTRIAL PARK STREETS**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Delaware Department of Transportation, hereinafter called DelDOT and \_\_\_\_\_ whose address is

\_\_\_\_\_

hereinafter called Developer and \_\_\_\_\_ whose address is

\_\_\_\_\_

\_\_\_\_\_ hereinafter called Engineer.

WITNESSETH:

WHEREAS, the Developer intends to complete the construction of the following industrial streets in the public subdivision known as \_\_\_\_\_, a recorded subdivision in \_\_\_\_\_ County in accordance with the provisions of this Agreement on or before \_\_\_\_\_, 20\_\_\_\_:

Street Name	From	To	Length

WHEREAS, the Engineer shall provide construction inspection to ensure that street construction is in accordance with the approved Plans, Specifications and this Construction Agreement. WHEREAS, DelDOT will assume the maintenance of the streets listed in this Agreement following the construction and the three-year waiting period as approved by the Delaware Department of Transportation. NOW THEREFORE, the parties hereby agree as follows:

1. The Developer agrees that all construction shall be in accordance with the approved construction plans, the Delaware Department of Transportation *Standard Specifications* and Supplemental Specifications (*Standard Specifications*) currently in force on the date of this Agreement, Special Provisions for non-standard construction items and DelDOT's *Development Coordination Manual*.
2. Prior to the start of construction, the Developer shall submit and obtain approval from DelDOT of the following items:
  - Copy of the contract between the Developer and Contractor. The Contractor must be licensed, or have initiated the license application as required by Section 2505, Chapter 25, Title 30 of the Delaware Code.
  - Cost estimate for each construction item
  - Security Agreement in the amount of 10% of the estimated construction cost as approved by DelDOT.
3. Prior to the start of construction, the Developer shall attend a preconstruction conference with DelDOT. No work within the dedicated right-of-way shall begin until a Notice to Proceed has been issued by DelDOT.
4. The Engineer acting on behalf of DelDOT will provide sufficient inspection to ensure that the construction is in accordance with the approved plans, specifications and subdivision regulations. The Developer shall provide the Engineer with access to all parts of the work and furnish such information and assistance as is required by the Engineer to make a complete and detailed inspection as described in the *Standard Specifications*.
5. During street and road construction the Developer agrees to control traffic in accordance with the most recent version of the *Delaware Manual on Uniform Traffic Control Devices (Delaware MUTCD)*.
6. Installation of utilities shall be in accordance with the most recent version of the DelDOT Utility Design Manual. All utilities with exception of service laterals shall be located behind the curb. When curbs do not exist, all utilities with the exception of service laterals shall be located outside the travel lane. The Developer agrees to coordinate the construction with the utility companies in accordance with the requirements of DelDOT.
7. Regulatory signs and street signs shall be furnished and installed in accordance with DelDOT *Development Coordination Manual* and the *Delaware MUTCD*. Sight triangles shall be cleared in accordance with *Development Coordination Manual*.

8. DelDOT may require revisions to the construction plans as required by field conditions.
9. The Developer may request revisions to the approved construction plans by making a written request to the District Engineer. Such request shall be approved by DelDOT prior to the start of construction of the proposed revision.
10. Interior streets and the contiguous highway system shall be kept clear of mud and debris as a result of construction activities at all times.
11. The Developer shall request the Engineer and DelDOT personnel to make the first final inspection when the construction is complete. The Developer agrees to complete all work to the satisfaction of the Engineer including those items listed in the first final inspection report within the time specified.
12. The Developer shall furnish the Engineer at the first final inspection a print of the approved construction plan annotated in red to show all revisions necessitated by field conditions and a copy of a letter from the County Department of Public Works stating that all construction as required by the County is complete. DelDOT shall also receive a copy.
13. Upon completion of all aspects of the construction to the satisfaction of the Engineer, the Engineer shall provide a written certification to DelDOT that the construction has been completed in accordance with the approved plans and specifications. The certification shall be accompanied by an as-built plan prepared in accordance with the requirements of *Development Coordination Manual*.
14. After a period of three years from the date that the Engineer has provided the Department with written certification that construction has been completed in accordance with the approved plans and specifications, a second final inspection shall be held by the Engineer and DelDOT personnel to determine eligibility of acceptance of streets into the Department's maintenance system. During the three year waiting period the ten percent (10%) security will remain in effect.
15. The Developer shall save harmless DelDOT from all unpaid bills, debts or obligations of whatever nature owed by the Developer to any person, firm, corporation, subcontractor, supplier or the like arising from the construction.
16. This Agreement shall become void if the Developer fails to obtain a Notice to Proceed within two years of the date of plan approval for street construction.
17. Failure to complete the street construction in accordance with this Agreement may result in forfeiture of the security furnished to DelDOT for liquidated damages and such other action as may be permitted by the Delaware Code.
18. The Developer, its heirs or assigns shall be responsible for maintenance of the streets including snow removal, listed in this Agreement during construction and for a period of three years after completion of the construction.
19. Developer shall at no cost to DelDOT reimburse the Engineer for all costs of inspection services required by this Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed in quadruplicate, the day and year first above written.

**Department of Transportation**

\_\_\_\_\_  
Public Works Engineer

**District**

\_\_\_\_\_  
Public Works Engineer

**Developer**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_

**Engineer**

Name: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_

**SAMPLE LETTER OF CREDIT**

**FOR**

**INDUSTRIAL PARK STREET CONSTRUCTION**

Bank Letterhead

Address to District Public Works Engineer in appropriate District as follows:

<b>New Castle County</b> (DelDOT Canal District) Public Works Engineer 250 Bear-Christiana Road  Bear, DE 19701  (302) 326-4679	<b>Kent County</b> (DelDOT Central District) Public Works Engineer 930 Public Safety Blvd. Dover, DE 19901 (302) 760-2433	<b>Sussex County</b> (DelDOT South District) Public Works Engineer 23697 DuPont Blvd. Georgetown, DE 19947 (302) 853-1340
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**RE: Irrevocable Commercial Letter of Credit No.** \_\_\_\_\_

\_\_\_\_\_ (name of Industrial Street)

in \_\_\_\_\_ County, Agreement No. \_\_\_\_\_

Dear Sir or Madam:

We hereby establish our Irrevocable Commercial Letter of Credit in favor of the State of Delaware,  
Department of Transportation as beneficiary at the request of and for an account of

\_\_\_\_\_ (Developer),

for an amount or amounts not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_).

This Letter of Credit is subject to the following terms and conditions:

Effective Date: \_\_\_\_\_

This credit is to be available by sight draft being presented to

\_\_\_\_\_ (Name of Bank)  
at its main office at \_\_\_\_\_ (Address).

All drafts so drawn must bear the clause "Drawn Under" and the following information: Bank Name, Letter of Credit Number, and date.

The sight draft must be signed by the Director of the Division of Maintenance and Operations stating that " \_\_\_\_\_ (Developer) has failed to perform construction of the public road, in accordance with the Construction Agreement for public road construction and the irrevocable Letter of Credit in favor of the State of Delaware, Department of Transportation, pertaining thereto. Demand is hereby made in the amount of the enclosed draft."

This Letter of Credit will expire on \_\_\_\_\_. The bank agrees to notify the State thirty (30) calendar days prior to expiration to permit a request for an extension or to permit DelDOT to draw thereon. Bank agrees that such notice will be sent by registered mail to the appropriate Public Works Engineer as indicated in the table below and shall contain the industrial site name, applicant name, and County where the property is located.

<b>New Castle County</b> (DelDOT Canal District) Public Works Engineer 250 Bear-Christiana Road  Bear, DE 19701  (302) 326-4679	<b>Kent County</b> (DelDOT Central District) Public Works Engineer 930 Public Safety Blvd. Dover, DE 19901 (302) 760-2433	<b>Sussex County</b> (DelDOT South District) Public Works Engineer 23697 DuPont Blvd. Georgetown, DE 19947 (302) 853-1340
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Bank agrees that such notice would be effective only if it is sent by registered mail. In the event such notice is not given, this Letter of Credit shall automatically renew until such notice is received. It shall

then expire (60) sixty calendar days from the receipt of such notice. This credit will automatically terminate as of the date DelDOT notifies Bank that it has accepted the subject roadways for maintenance.

Except as otherwise stated herein, no modifications or revocations may be made by the undersigned to the irrevocable credit created hereby, without the express written approval of the Public Works Engineer, Delaware Department of Transportation.

All bank charges connected with this Letter of Credit are for the account of the Developer.

This Letter of Credit is neither negotiable nor assignable.

Very Truly Yours,

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(Signature)

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(Printed Name)



**SURETY AGREEMENT**  
**FOR**  
**INDUSTRIAL PARK STREET CONSTRUCTION**

KNOW ALL PERSONS by These Presents that: \_\_\_\_\_ (applicant)  
whose address is \_\_\_\_\_  
hereinafter called "Developer" and \_\_\_\_\_  
as surety legally authorized to do business in Delaware,  
  
whose address is \_\_\_\_\_  
hereinafter called "Surety" are held firmly bound unto the State of Delaware  
  
in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
(said sum being 10 percent of the total price agreed upon by DelDOT and the Developer for the  
construction of the industrial park streets as set forth in the **Construction Agreement No. \_\_\_\_\_**),  
to be paid to the State of Delaware for the use and benefit of DelDOT if the Developer fails to meet the  
conditions of this obligation.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the Developer, who is  
responsible for the construction of the industrial park streets set forth in the aforesaid Agreement for the  
property known as \_\_\_\_\_,  
fails to construct such industrial park streets in accordance with the provisions of the fully executed  
Construction Agreement for Industrial Park Streets, as determined by DelDOT, the bond shall be forfeited  
in favor of the State of Delaware. Bond forfeiture shall occur within sixty (60) days of receipt of written  
notification by DelDOT. Should the Developer complete all construction in accordance with the  
aforesaid Agreement, then this obligation shall be void and of no effect, or else shall be and remain in full  
force and virtue until such industrial park streets are accepted by DelDOT.

EXECUTED by the parties hereto the day and year first herein written.

**For Surety Company:**

Attest:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Position Title)

**For Developer:**

Attest:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Position Title)

**ESCROW AGREEMENT**

**FOR**

**INDUSTRIAL PARK STREET CONSTRUCTION**

KNOW ALL PERSONS by These Presents that: \_\_\_\_\_ (applicant)  
whose address is \_\_\_\_\_  
and whose Employer Federal Identification Number is \_\_\_\_\_,  
hereinafter call "Developer" having furnished DelDOT a certified check  
in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(said sum being 10 percent of the total price agreed upon by DelDOT and the Developer for the  
construction of the industrial park streets as set forth in the **Construction Agreement No.** \_\_\_\_\_),  
to be deposited into DelDOT's Escrow Account, does hereby relinquish said amount to the State of  
Delaware for the use and benefit of DelDOT, to which payment will and truly be made we bind ourselves,  
our successors and assigns, firmly by these presents.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOW THE CONDITIONS OF THIS OBLIGATION are such that if the Developer, who is responsible  
for the construction of industrial park streets set forth in this Agreement for the property known as  
\_\_\_\_\_, fails to construct  
such industrial park streets in accordance with the provisions of the fully executed Construction  
Agreement for Industrial Park Streets, as determined by DelDOT, the funds shall be forfeited in favor of  
the State of Delaware. Forfeiture shall occur within sixty (60) days of receipt of written notification by  
DelDOT. Should the Developer complete all construction in accordance with the aforesaid Agreement,  
then this obligation shall be void and of no effect, or else shall be and remain in full force and virtue until  
such streets are accepted by DelDOT. Upon completion of all work to the satisfaction of DelDOT the  
funds held in escrow shall be released by DelDOT.

*DelDOT Development Coordination Manual*

EXECUTED by the parties hereto the day and year first herein written.

Attest: Secretary

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Position Title)

Attest: Owner/Developer

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Position Title)

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public Signature \_\_\_\_\_

**NOTICE TO PROCEED**

Date

Company

c/o

Address 1

Address 2

SUBJECT:

Dear Sir or Madam:

This letter shall serve as a "Notice to Proceed" with permanent road construction for \_\_\_\_\_  
Industrial Park under **Construction Agreement No.** \_\_\_\_\_

All work within the right-of-way shall be performed in accordance with the following documents:

- Roadway construction drawings approved by DelDOT on \_\_\_\_\_.
- Pre-construction meeting minutes issued by DelDOT on \_\_\_\_\_.
- Construction Agreement for Industrial Park Streets.
- DelDOT *Standard Specifications*.
- DelDOT *Standard Construction Details*.

Please contact DelDOT's Public Works Engineer if you have any questions.

Sincerely

Name

Public Works Engineer

**RELEASE FROM LIABILITIES**

As a condition of the acceptance of the Project by the Delaware Department of Transportation the streets specified in the **Construction Agreement No.** \_\_\_\_\_ in the industrial park known as \_\_\_\_\_ in \_\_\_\_\_ County, I, as Owner and Developer do hereby release and save harmless the Delaware Department of Transportation (DelDOT) from any and all manners of action, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands what-so-ever, in law and equity and further agree to assume the defense of any claims and pay any and all costs legally incurred by DelDOT in defense thereof arising from any actions by me or my Agents or Contractors created during the course of construction of the streets listed in the aforesaid Construction Agreement, provided such actions against DelDOT are initiated before acceptance of the Project by DelDOT or not later than six months after such date of acceptance.

The undersigned further swears and avers that there are no mechanic's liens or judgments affecting the streets of the industrial park listed in the aforesaid Construction Agreement.

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public Signature \_\_\_\_\_

Owner/Developer:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Position Title)

\_\_\_\_\_  
(Date)